Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: PS124A.10YR.14, et al SERFF Tr Num: NALH-127737634 State: Arkansas TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved State Tr Num: 50108

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: PS124A.10YR.14 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Donna Lambert, Linda

Bird

Authors: Laurie Christensen, Disposition Date: 10/31/2011

Deanna Hoffman, Stacy Reece, Chris Cairns, Amy Peterson

Date Submitted: 10/26/2011 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date: 12/01/2011

State Filing Description:

General Information

Project Name: PS124A.10YR.14, et al Status of Filing in Domicile: Pending

Project Number: PS124A.10YR.14, et al Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filing concurrently

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 10/31/2011
State Status Changed: 10/31/2011

Deemer Date: Created By: Chris Cairns

Submitted By: Stacy Reece Corresponding Filing Tracking Number: Filing Description:

RE: MIDLAND NATIONAL LIFE INSURANCE COMPANY

NAIC #431-66044 FEIN #46-0164570

New Submission Product Description PS124A.10YR.14 – Specifications Page

PS124A.14YR.14 - Specifications Page

PS124B.10YR.14 – Additional Benefits Specifications Page PS124B.14YR.14 – Additional Benefits Specifications Page

PS246B.10YR - Rider Specifications Page

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

PS246B.14YR – Rider Specifications Page

AR243A - Interest Adjustment Endorsement

AR244A - Interest Adjustment Endorsement

AR245A - Interest Credits for Death Benefit Endorsement

AR246A - Additional Benefit Rider

AR247A - Premium Bonus Rider

AR248A - Penalty-Free Partial Surrender Endorsement

We are filing the above referenced forms for your review and approval. These pages will be used to provide additional product design options for use with previously approved Flexible Premium Deferred Annuity Contract Form AS124A.

These forms will be used on a general basis. These forms are laser printed and we reserve the right to change fonts and layouts. No part of this filing contains unusual or possibly controversial items from normal Company or industry standards. Furthermore, Midland National Life assures you that this filing meets the provisions of Rule & Regulation 19, Regulation 49, and Arkansas Code Ann. 23-79-138.

The chart below illustrates two new product designs that will be marketed using the above referenced forms with the previously filed/approved forms. An additional endorsement (Form AR243A) is included with this submission, but will not be utilized with these product designs. Form AR243A may be used with new forms approved in the future and may be used on a going-forward basis for previously approved products.

PRODUCT DESIGN - MNL RetireVantage without Additional Benefit Rider

FORM DESCRIPTION FORM NUMBER APPROVAL STATUS

Specifications Page PS124A.10YR.14 Pending

Specifications Page PS124A.14YR.14 Pending

Additional Benefits Specifications Page PS124B.10YR.14 Pending

Additional Benefits Specifications Page PS124B.14YR.14 Pending

Interest Adjustment Endorsement AR244A Pending

Interest Credits for Death Benefit Endorsement AR245A Pending

Premium Bonus Rider AR247A Pending

Penalty-Free Partial Surrender Endorsement AR248A Pending

Base Contract AS124A Previously approved

Payout Provisions Endorsement AR159A Previously approved

Annual Point to Point with Cap Index Account Endorsement AR153A Previously approved

Monthly Averaging with Prate Index Account Endorsement AR156A Previously approved

Monthly Point-To-Point With Cap Index Account Endorsement AR163A-1 Previously approved

Daily Averaging with Margin Index Account Endorsement AR192A Previously approved

Annual Declared Rate Negative Performance Option Endorsement AR227A Previously approved

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Nursing Home Confinement Waiver Rider AR194A Previously approved
Surrender and Partial Surrender Endorsement AR201A Previously approved
Guaranteed Minimum Withdraw Benefit Rider (Optional) AR202A Previously approved
Guaranteed Minimum Death Benefit Rider (Optional) AR237A Previously approved

PRODUCT DESIGN - MNL RetireVantage with Additional Benefit Rider

FORM DESCRIPTION FORM NUMBER APPROVAL STATUS

Specifications Page PS124A.10YR.14 Pending

Specifications Page PS124A.14YR.14 Pending

Additional Benefits Specifications Page PS124B.10YR.14 Pending

Additional Benefits Specifications Page PS124B.14YR.14 Pending

Rider Specifications Page PS246B.10YR Pending

Rider Specifications Page PS246B.14YR Pending

Interest Adjustment Endorsement AR244A Pending

Interest Credits for Death Benefit Endorsement AR245A Pending

Additional Benefit Rider AR246A Pending

Base Contract AS124A Previously approved

Payout Provisions Endorsement AR159A Previously approved

Annual Point to Point with Cap Index Account Endorsement AR153A Previously approved

Monthly Averaging with Prate Index Account Endorsement AR156A Previously approved

Monthly Point-To-Point With Cap Index Account Endorsement AR163A-1 Previously approved

Daily Averaging with Margin Index Account Endorsement AR192A Previously approved

Annual Declared Rate Negative Performance Option Endorsement AR227A Previously approved

Nursing Home Confinement Waiver Rider AR194A Previously approved

Surrender and Partial Surrender Endorsement AR201A Previously approved

Guaranteed Minimum Withdraw Benefit Rider (Optional) AR202A Previously approved

Guaranteed Minimum Death Benefit Rider (Optional) AR237A Previously approved

These product designs will utilize Specifications Pages PS124A.10YR.14 and PS124A.14YR.14. Additional surrender charge schedules may be developed in the future and filed with your department for approval. Information bracketed on the Specifications Pages is considered variable and a statement of variability has been enclosed for additional details regarding the variable information.

Additional Benefits Specifications Pages PS124B.10YR.14 and PS124B.14YR.14, include information regarding available endorsements and/or riders. Information bracketed on the Additional Benefits Specifications Pages is considered variable and a statement of variability has been enclosed for additional details regarding the variable information.

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Forms AR244A, AR245A, AR247A and AR248A are additional features that may be available with these product designs or designs in the future. Only the endorsement(s) and /or rider(s) that are available will be reflected on the Additional Benefits Specifications Page. These forms are being filed for use with the enclosed product. We may also use these forms with future products.

Form AR246A is an optional Additional Benefit Rider that the applicant may elect at issue for an additional charge. This Rider provides several different benefit features within one Rider, which provide increased benefits from the basic plan. Rider Specifications Pages PS246B.10YR and PS246B.14YR will include information regarding this Rider. A statement of variability has been enclosed for additional details regarding the variable information. For more information on this Rider, please refer to the Actuarial Memorandum. This Rider is being filed for use with the enclosed product. It may also be used with future products.

Form AR247A is a Premium Bonus Rider. This rider will apply a premium bonus percentage to all premiums received during the Premium Bonus Period as shown on the Additional Benefits Specifications Page. Upon full or partial surrender the Premium Bonus Amount will be subject to recapture according to the Premium Bonus Recapture Schedule as shown on the Additional Benefits Specifications Page. At this time, this Endorsement will be available on the "Basic" product design. It may also be used with future product designs.

Form AR248A is a Penalty-Free Partial Surrender Endorsement. This endorsement provides the ability to withdraw from the Accumulation Value, without incurring any surrender charges, a percentage no greater than the Penalty-Free Partial Surrender Allowance, as shown on the Additional Benefits Specifications Page. At this time, this Endorsement will be available on the "Basic" product design. It may also be used with future product designs.

Additional surrender charge schedules may be developed in the future and filed with your department for approval. The endorsements/riders will be available for use with previously approved individual & group annuity contracts and on any individual or group annuity contracts we may file for approval in the future. Previously approved annuity application form 11292Y, or appropriate state variation, will be used with these contracts.

If you have questions concerning this filing, please contact me.

Company and Contact

Filing Contact Information

Stacy Reece, Product Analyst sreece@mnlife.com
4601 Westown Parkway, Suite 300 515-440-5536 [Phone]
West Des Moines, IA 50266 515-440-5599 [FAX]

Filing Company Information

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Midland National Life Insurance Company CoCode: 66044 State of Domicile: Iowa

525 W. Van Buren Street Group Code: 431 Company Type: Life and Annuity

Chicago, IL 60607 Group Name: State ID Number:

(800) 800-3656 ext. [Phone] FEIN Number: 46-0164570

Filing Fees

Fee Required? Yes

Fee Amount: \$600.00

Retaliatory? No

Fee Explanation: 12 forms @ \$50 each = \$600

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Midland National Life Insurance Company \$600.00 10/26/2011 53207160

 SERFF Tracking Number:
 NALH-127737634
 State:
 Arkansas

 Filing Company:
 Midland National Life Insurance Company
 State Tracking Number:
 50108

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	10/31/2011	10/31/2011

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Disposition

Disposition Date: 10/31/2011 Implementation Date: 12/01/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 NALH-127737634
 State:
 Arkansas

 Filing Company:
 Midland National Life Insurance Company
 State Tracking Number:
 50108

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Life & Annuity - Acturial Memo	Approved	No
Supporting Document	Statement of Variability PS124A.10YR.14	Approved	Yes
Supporting Document	STATEMENT OF VARIABILITY	Approved	Yes
	PS124B.10YR.14 & PS124B.14YR.14		
Supporting Document	STATEMENT OF VARIABILITY	Approved	Yes
	PS246B.10YR & PS246B.14YR		
Supporting Document	ReadabilityCert	Approved	Yes
Supporting Document	Exhibit 1	Approved	Yes
Supporting Document	AR243A Interest Adjustment Actuarial	Approved	No
	Memo		
Supporting Document	AR244A Interest Adjustment Actuarial	Approved	No
Commonting Decomment	Memo	.	
Supporting Document	AR245A Interest Credits for Death Benefi Actuarial Memo	TApproved	No
Supporting Document	AR246A Additional Benefit Rider Actuaria	JAnnroyad	No
Supporting Document	Memo	идрргоved	NO
Supporting Document	AR247A Premium Bonus Rider Actuarial	Approved	No
	Memo	прриотод	110
Supporting Document	AR248A Penalty Free Partial Surrender	Approved	No
	Endorsement Actuarial Memo		
Supporting Document	SNF Certifications	Approved	Yes
Form	Specifications Page	Approved	Yes
Form	Specifications Page	Approved	Yes
Form	Additional Benefits Specifications Page	Approved	Yes
Form	Additional Benefits Specifications Page	Approved	Yes
Form	Additional Benefit Rider	Approved	Yes
Form	Rider Specifications Page	Approved	Yes
Form	Rider Specifications Page	Approved	Yes
Form	Premium Bonus Rider	Approved	Yes
Form	Penalty-Free Partial Surrender	Approved	Yes
	Endorsement		
Form	Interest Credits for Death Benefit	Approved	Yes
	Endorsement		
Form	Interest Adjustment Endorsement	Approved	Yes

SERFF Tracking Number: NALH-127737634 State: Arkansas

Filing Company: Midland National Life Insurance Company State Tracking Number: 50108

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Form Interest Adjustment Endorsement Approved Yes

 SERFF Tracking Number:
 NALH-127737634
 State:
 Arkansas

 Filing Company:
 Midland National Life Insurance Company
 State Tracking Number:
 50108

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Form Schedule

Lead Form Number: PS124A.10YR.14

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 10/31/2011	PS124A.10 YR.14	Schedule Pages	Specifications Page	Initial		0.000	PS124A.10Y R.14 - Spec Pg FINAL 10.18.11.pdf
Approved 10/31/2011	PS124A.14 YR.14	Schedule Pages	Specifications Page	Initial		0.000	PS124A.14Y R.14 - Spec Pg FINAL 10.18.11.pdf
Approved 10/31/2011	PS124B.10 YR.14	Schedule Pages	Additional Benefits Specifications Page	Initial		0.000	PS124B.10Y R.14 - ABSP FINAL 10.18.11.pdf
Approved 10/31/2011	PS124B.14 YR.14	Schedule Pages	Additional Benefits Specifications Page	Initial		0.000	PS124B.14Y R.14 - ABSP FINAL 10.18.11.pdf
Approved 10/31/2011	AR246A	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider		Initial		50.000	AR246A - Additional Benefit Rider_FINAL 10.19.11.pdf
Approved 10/31/2011		Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert	·	Initial		0.000	PS246B.10Y R- Rider Spec Page FINAL 10.20.11.pdf

SERFF Tracking Number: NALH-127737634 State: Arkansas 50108 Filing Company: Midland National Life Insurance Company State Tracking Number: Company Tracking Number: PS124A.10YR.14 TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed Product Name: PS124A.10YR.14, et al PS124A.10YR.14, et al/PS124A.10YR.14, et al Project Name/Number: Page, Endorseme nt or Rider Approved PS246B.14 Policy/Cont Rider Specifications Initial PS246B.14Y 0.000 10/31/2011 YR ract/Fratern Page R - Rider Spec Page al **FINAL** Certificate: Amendmen 10.20.11.pdf t, Insert Page, Endorseme nt or Rider Approved AR247A Policy/Cont Premium Bonus Initial AR247A 50.000 10/31/2011 ract/Fratern Rider Premium al Bonus Rider Certificate: **FINAL** Amendmen 10.19.11.pdf t, Insert Page, Endorseme nt or Rider Approved AR248A Policy/Cont Penalty-Free Partial Initial AR248A -50.000 10/31/2011 ract/Fratern Surrender Penalty-Free al Endorsement Part Surr Certificate: Endorsement _FINAL10.19. Amendmen t, Insert 11.pdf Page, Endorseme nt or Rider

Approved AR245A 10/31/2011

Policy/Cont Interest Credits for Initial

ract/Fratern Death Benefit al Endorsement

Certificate:
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Interest
Credits for
Death Benefit

End_FINAL 10.18.11.pdf SERFF Tracking Number: NALH-127737634 State: Arkansas

Filing Company: Midland National Life Insurance Company

50108 State Tracking Number:

PS124A.10YR.14 Company Tracking Number:

TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

PS124A.10YR.14, et al/PS124A.10YR.14, et al Project Name/Number:

nt or Rider

Approved AR243A

10/31/2011

Policy/Cont Interest Adjustment Initial

AR243A -50.000

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Interest Adjustment

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Approved AR244A

Policy/Cont Interest Adjustment Initial

AR244A -50.000

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Adjustment Certificate: Endorsement

Amendmen

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Page,

Endorseme nt or Rider

SPECIFICATIONS PAGE

CONTRACT NUMBER:	[L012345678]
ANNUITANT:	[JOHN DOE]
ISSUE AGE:	[35]
OWNER:	[MARY DOE]
ISSUE DATE:	[OCTOBER 1, 2011]
SEX OF ANNUITANT:	[MALE]
MATURITY DATE:	[OCTOBER 1, 2091]
INITIAL PREMIUM:	[\$20,000.00]
MINIMUM ADDITIONAL PREMIUM:	[\$25.00]
MAXIMUM ADDITIONAL PREMIUM:	[\$5,000.00]
MINIMUM ACCUMULATION VALUE:	[\$1,000.00]
MINIMUM GROSS PARTIAL SURRENDER AMOUNT:	[\$500.00]

SURRENDER CHARGE PERIOD

Contract Year	Surrender Charge Percentage
1	10%
2	10%
3	9%
4	9%
5	8%
6	8%
7	7%
8	6%
9	4%
10	2%
11+	0%

FIXED ACCOUNT:

FIXED ACCOUNT INITIAL PREMIUM: [\$10,000.00]
INITIAL PREMIUM INTEREST RATE: [2.20%]

INITIAL PREMIUM INTEREST RATE GUARANTEE PERIOD: [One] Contract Year

MINIMUM GUARANTEED FIXED ACCOUNT INTEREST RATE: [1.00%]

If you have any questions or concerns, contact your agent or write or call Us at:

Midland National Life Insurance Company

Annuity Division P. O. Box 79907

P. O. BOX 79907

Des Moines, Iowa 50325-0907

Toll-free telephone: 1-877-586-0244

SPECIFICATIONS PAGE

CONTRACT NUMBER:	[L012345678]
ANNUITANT:	[JOHN DOE]
ISSUE AGE:	[35]
OWNER:	[MARY DOE]
ISSUE DATE:	[OCTOBER 1, 2011]
SEX OF ANNUITANT:	[MALE]
MATURITY DATE:	[OCTOBER 1, 2091]
INITIAL PREMIUM:	[\$20,000.00]
MINIMUM ADDITIONAL PREMIUM:	[\$25.00]
MAXIMUM ADDITIONAL PREMIUM:	[\$5,000.00]
MINIMUM ACCUMULATION VALUE:	[\$1,000.00]
MINIMUM GROSS PARTIAL SURRENDER AMOUNT:	[\$500.00]

SURRENDER CHARGE PERIOD

Contract Year	Surrender Charge Percentage
1	10%
2	10%
3	10%
4	10%
5	10%
6	9%
7	8%
8	7%
9	6%
10	5%
11	4%
12	3%
13	2%
14	1%
15+	0%

FIXED ACCOUNT:

FIXED ACCOUNT INITIAL PREMIUM: [\$10,000.00]
INITIAL PREMIUM INTEREST RATE: [2.60%]

INITIAL PREMIUM INTEREST RATE GUARANTEE PERIOD: [One] Contract Year

MINIMUM GUARANTEED FIXED ACCOUNT INTEREST RATE: [1.00%]

If you have any questions or concerns, contact your agent or write or call Us at:

Midland National Life Insurance Company

Annuity Division

P. O. Box 79907

Des Moines, Iowa 50325-0907 Toll-free telephone: 1-877-586-0244

NURSING HOME CONFINEMENT WAIVER (NHCW)

Effective Date [October 1, 2011]

Nursing Home Confinement Waiver (NHCW) Percentage: [10.00%]
Nursing Home Confinement Period [90 days]

PREMIUM BONUS RIDER

Premium Bonus Amount on Initial Premium: [\$2,000.00]
Premium Bonus Percentage: [3.00%]

Premium Bonus Period: [Contract Years 1-5]

Premium Bonus Recapture Schedule:

CONTRACT YEAR	PREMIUM BONUS RECAPTURE PERCENTAGE
[1	[100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%
11+]	0%]

PENALTY-FREE PARTIAL SURRENDER ENDORSEMENT

Penalty-Free Partial Surrender Allowance:

- 1. [Each Contract Year, any partial surrenders for any applicable Rider Costs; plus
- 2. Beginning after the [1st] Contract Year, once each Contract Year, an amount up to [10%] of Your Accumulation Value.]

<u>INTEREST ADJUSTMENT ENDORSEMENT</u>

Interest Adjustment Period [10 Years]

Minimum Fixed Account Allocation: Minimum Transfer Amount:		[0%] [\$500.00]	
INDEX ACCOUNTS* *We reserve the right to add, remove or revise availability of index(es) in the Index Accounts.	INITIAL PREMIUM ALLOCATED	INDEX VALUE AT ISSUE	INTEREST CREDIT FACTOR
[APP-Cap] [S&P 500®] Index Cap Rate ¹ [Dow Jones Industrial Average (DJIA) sm] Index Cap Rate ¹ [S&P MidCap 400®]	[5.000.00] [5,000.00] [5,000.00]	[1,400] [1,400] [1,400]	[5.25%] [5.20%]
Index Cap Rate 1 [NASDAQ-100®] Index Cap Rate 1 [Gold Price (Afternoon (PM) London Gold Market Fixing Price – USD)]	[5,000.00] [5,000.00]	[1,400] [1,400]	[4.70%] [4.65%]
Index Cap Rate 1			[5.00%]
[MPP-Cap] [S&P 500®] Index Cap Rate ¹ [NASDAQ-100®] Index Cap Rate ¹	[5.000.00] [5,000.00]	[1,400] [1,400]	[2.30%] [2.25%]
[DA-Margin] [S&P 500®] Index Margin ²			[3.00%]
[Dow Jones Industrial Average (DJIA) sm] Index Margin ² [S&P MidCap 400®] Index Margin ²			[2.40%]
[MA-PRate] [S&P 500®] Participation Rate ³			[65.00%]
[Dow Jones Industrial Average (DJIA) sm] Participation Rate ³ [NASDAQ-100®] Participation Rate ³	[5,000.00]	[1,400]	[65.00%]

INDEX ACCOUNTS*

*We reserve the right to add, remove or revise availability of crediting methods and index(es) in the Index Accounts.

PREMIUM INDEX INTEREST VALUE AT CREDIT ISSUE FACTOR

[ADRNP]

[\$&P 500®] [1,000.00] [1,109.55]

Declared Performance Rate⁴ [3.50%]

Conditions on Allocations and Transfers to ADRNP Index Account:

[S&P 500®] ADRNP Index Account:

[You may allocate any Premium and transfers to the S&P 500® ADRNP Index Account subject to the Minimum Fixed Account Allocation and Minimum Transfer Amount.]

[¹[Guaranteed for [one] Contract Year[s]. [Guaranteed never to go below [2.00%] for [APP-Cap].] [Guaranteed never to go below [1.00%] for [MPP-Cap].]

[2Guaranteed for [one] Contract Year[s]. Guaranteed never to go above [20.00%] for [DA Margin].]

[3Guaranteed for [one] Contract Year[s]. Guaranteed never to go below [10.00%] for [MA-Prate].]

[4Guaranteed for [one] Contract Year[s]. Guaranteed to never go below [1.00%] for ADRNP.]

THE STANDARD & POOR'S 500® COMPOSITE STOCK PRICE INDEX

This Index does not include dividends paid by the underlying companies.

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- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of this Product.
- Have any responsibility or liability for the administration, management or marketing of this Product.
- Consider the needs of this Product or the owners of this Product in determining, composing or calculating the DJIA or have any obligation to do so.
- Notwithstanding the foregoing, CME Group Inc. and its affiliates may independently issue and/or sponsor financial products unrelated to this Product currently being issued by the Company, but which may be similar to and competitive with this Product. In addition, CME Group Inc. and its affiliates actively trade financial products which are linked to the performance of the DJIA. It is possible that this trading activity will affect the value of the DJIA and this Product.

Dow Jones, CME Indexes and their respective affiliates will not have any liability in connection with this Product. Specifically,

- Dow Jones, CME Indexes and their respective affiliates do not make any warranty, express or implied, and Dow Jones, CME Indexes and their respective affiliates disclaim any warranty about:
- The results to be obtained by this Product, the owner of this Product or any other person in connection with the use of the DJIA and the data included in the DJIA;
- The accuracy or completeness of the DJIA or its data;
- The merchantability and the fitness for a particular purpose or use of the DJIA or its data;
- Dow Jones, CME Indexes and/or their respective affiliates will have no liability for any errors, omissions or interruptions in the DJIA or its data;
- Under no circumstances will Dow Jones, CME Indexes and/or their respective affiliates be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if they know that they might occur.

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THE NASDAQ-100® STOCK PRICE INDEX

This Index does not include dividends paid by the underlying companies.

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GOLD PRICE INDEX OPTION

The Gold Price Index Option credits interest based on the change in the price of gold per troy ounce in US Dollars as established by the Afternoon (PM) London Gold Market Fixing Price. The Afternoon (PM) London Gold Market Fixing Price is available at the website [www.goldfixing.com], and also can be found at Bloomberg.com under the symbol [GOLDLNPM: IND.] We reserve the right to add, remove or revise availability of the Gold Price Index Option, or to substitute a different widely published benchmark for the price of gold for the use in the Gold Price Index Option should the Company in its discretion determine that the use of the Afternoon (PM) London Gold Market Fixing Price no longer is commercially reasonable. The Gold Price Index Option does not constitute a purchase of or direct investment in gold.

All references to The London Gold Market Fixing prices are used with the permission of The London Gold Market Fixing Limited and have been provided for informational purposes only. The London Gold Market Fixing Limited accepts no liability or responsibility for the accuracy of the prices or the underlying product to which the prices may be referenced.

NURSING HOME CONFINEMENT WAIVER (NHCW)

Effective Date [October 1, 2011]

Nursing Home Confinement Waiver (NHCW) Percentage: [10.00%]
Nursing Home Confinement Period [90 days]

PREMIUM BONUS RIDER

Premium Bonus Amount on Initial Premium: [\$2,000.00]
Premium Bonus Percentage: [5.00%]

Premium Bonus Period: [Contract Years 1-5]
Premium Bonus Recapture Schedule:

remium Bonus Recapture Schedule:	CONTRACT YEAR	PREMIUM BONUS RECAPTURE PERCENTAGE
	[1	[100%
	2	95%
	3	90%
	4	85%
	5	80%
	6	75%
	7	70%
	8	65%
	9	60%

10

11

12 13

14

15+

50%

40% 30%

20%

10%

0%

PENALTY FREE PARTIAL SURRENDER ENDORSEMENT

Penalty-Free Partial Surrender Allowance:

- 1. [Each Contract Year, any partial surrenders for any applicable Rider Costs; plus
- 2. Beginning after the [1st] Contract Year, once in any Contract Year, an amount up to [10%] of Your Accumulation Value.]

INTEREST ADJUSTMENT ENDORSEMENT

Interest Adjustment Period [14 Years]

INDEXED ACCOUNT ENDORSEMENTS Minimum Fixed Account Allocation: Minimum Transfer Amount:		[0%] [\$500.00]	
INDEX ACCOUNTS* *We reserve the right to add, remove or revise availability of index(es) in the Index Accounts.	INITIAL PREMIUM ALLOCATED	INDEX VALUE AT ISSUE	INTEREST CREDIT FACTOR
-			
[APP-Cap] [S&P 500®] Index Cap Rate 1 [Dow Jones Industrial Average (DJIA)sm] Index Cap Rate 1 [S&P MidCap 400®] Index Cap Rate 1 [NASDAQ-100®]	[5.000.00] [5,000.00] [5,000.00]	[1,400] [1,400] [1,400]	[5.25%] [5.20%] [4.70%]
 Index Cap Rate ¹ [Gold Price (Afternoon (PM) London Gold Market Fixing Price – USD)] Index Cap Rate ¹	[5,000.00]	[1,400]	[4.65%]
[MPP-Cap] [S&P 500®] Index Cap Rate ¹ [NASDAQ-100®] Index Cap Rate ¹	[5.000.00] [5,000.00]	[1,400] [1,400]	[2.30%]
[DA-Margin] [S&P 500®] Index Margin ² [Dow Jones Industrial Average (DJIA) sm] Index Margin ² [S&P MidCap 400®] Index Margin ²			[3.00%] [2.40%] [5.60%]
[MA-PRate] [S&P 500®] Participation Rate ³ [Dow Jones Industrial Average (DJIA) sm] Participation Rate ³ [NASDAQ-100®] Participation Rate ³	[5,000.00]	[1,400]	[65.00%] [65.00%] [50.00%]

INDEX ACCOUNTS*	PREMIUM	INDEX	INTEREST
*We reserve the right to add, remove or revise	ALLOCATED	VALUE AT	CREDIT
availability of crediting methods and index(es) in		ISSUE	FACTOR
the Index Accounts			

[ADRNP]

[S&P 500®] [1,000.00] [1,109.55]

Declared Performance Rate⁴ [3.50%]

Conditions on Allocations and Transfers to ADRNP Index Account:

[S&P 500®] ADRNP Index Account:

[You may allocate any Premium and transfers to the S&P 500® ADRNP Index Account subject to the Minimum Fixed Account Allocation and Minimum Transfer Amount.]

[1[Guaranteed for [one] Contract Year[s]. [Guaranteed never to go below [2.00%] for [APP-Cap].] [Guaranteed never to go below [1.00%] for [MPP-Cap].]

[2Guaranteed for [one] Contract Year[s]. Guaranteed never to go above [20.00%] for [DA Margin].]

[3Guaranteed for [one] Contract Year[s]. Guaranteed never to go below [10.00%] for [MA-Prate].]

[4Guaranteed for [one] Contract Year[s]. Guaranteed to never go below [1.00%] for ADRNP.]

THE STANDARD & POOR'S 500® COMPOSITE STOCK PRICE INDEX

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- The accuracy or completeness of the DJIA or its data;
- The merchantability and the fitness for a particular purpose or use of the DJIA or its data;
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GOLD PRICE INDEX OPTION

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ADDITIONAL BENEFIT RIDER

This Rider is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider will be effective upon issuance of the Contract.

DEFINITIONS – The following are key words used in this Rider. They are important in describing both Your rights and Ours. When they are used, they are capitalized. Other capitalized words are defined in the Contract or shown on the Rider Specifications Page. As You read this Rider, refer back to these definitions.

Premium Bonus Amount - A Premium Bonus Amount equals premium received during the Premium Bonus Period multiplied by the Premium Bonus Percentage.

Premium Bonus Percentage - The Premium Bonus Percentage is shown on the Rider Specifications Page.

Premium Bonus Period – The Premium Bonus Period is shown in the Rider Specifications Page.

Premium Bonus Recapture Amount – Upon full or partial surrender, the amount by which the Premium Bonus Amount is recaptured according to the Premium Bonus Recapture Schedule, as shown on the Rider Specifications Page.

Rider Effective Date – The Effective Date of this Rider is shown on the Rider Specifications Page.

PREMIUM BONUS BENEFIT

All Premium Bonus Amounts are one-time interest credits to the Accumulation Value of the Contract to which this Rider is attached. If you exercise the Right to Examine provision in the Contract, You will not receive any portion of the Premium Bonus Amounts.

Any reference to Initial Premium or subsequent premium in the Contract or any attached Endorsements or Riders will include all Premium Bonus Amounts and will be the total of the premium and all Premium Bonus Amounts, unless otherwise specified.

PREMIUM BONUS RECAPTURE

Upon a full or partial surrender in excess of the available Penalty-Free Partial Surrender Allowance, all Premium Bonus Amounts are subject to recapture by Us according to the Premium Bonus Recapture Schedule.

The Premium Bonus Recapture Amount is equal to the lesser of:

Α.

- 1. The Gross Partial Surrender Amount, as defined in the Contract, or full surrender amount that exceeds any available Penalty-Free Partial Surrender Allowance; multiplied by
- 2. The Premium Bonus Percentage; multiplied by
- 3. The applicable percentage shown in the Premium Bonus Recapture Schedule.

Or

В.

- 1. The sum of all Premium Bonus Amounts; multiplied by
- 2. The applicable percentage shown in the Premium Bonus Recapture Schedule.

The Premium Bonus Recapture Schedule, Penalty-Free Partial Surrender Allowance and Premium Bonus Percentage are shown on the Rider Specifications Page.

The Premium Bonus Recapture will no longer apply upon the earliest of the following:

- 1. The date on which the Premium Bonus Recapture Schedule reflects zero percent (0%); or
- Once the sum of all Premium Bonus Amounts equals the sum of all Premium Bonus Recapture Amounts.

The Premium Bonus Recapture Amount is applied in addition to any applicable Interest Adjustment and/or surrender charge amount that may apply to any partial or full surrender.

PENALTY-FREE PARTIAL SURRENDER BENEFIT

This benefit provides You with the ability to withdraw from Your Accumulation Value without surrender charges.

Penalty-Free Partial Surrender: You may withdraw without incurring any surrender charge an amount no greater than the Penalty-Free Partial Surrender Allowance, as shown on the Rider Specifications Page.

SURRENDERS

The following replaces Section 5.2 of the Contract to which this Rider is attached.

Surrender Charges: During the Surrender Charge Period, We will deduct a surrender charge upon any surrender in excess of the available Penalty-Free Partial Surrender Allowance. The surrender charge is equal to:

- 1. The Accumulation Value; less
- 2. The available Penalty-Free Partial Surrender Allowance, if any; multiplied by
- 3. The Surrender Charge Percentage.

PARTIAL SURRENDERS

The following replaces Section 6.2 of the Contract to which this Rider is attached.

Surrender Charges: During the Surrender Charge Period, We will deduct a surrender charge upon any partial surrender in excess of the available Penalty-Free Partial Surrender Allowance. The surrender charge is equal to:

- 1. The Gross Partial Surrender Amount; less
- 2. The available Penalty-Free Partial Surrender Allowance, if any; multiplied by
- 3. The Surrender Charge Percentage.

The Surrender Charge Period and Surrender Charge Percentage are shown on the Specifications Page.

RETURN OF PREMIUM BENEFIT

This benefit is available beginning on the Return of Premium Start Date shown on the Rider Specifications Page.

Upon full surrender, You will receive the greater of:

- 1. The Surrender Value, as defined in Your Contract; or
- 2. The Net Premium, as defined below.

Net Premium equals:

- 1. Initial Premium plus any subsequent premium; less
- 2. All Premium Bonus Amounts; less
- 3. Any Net Partial Surrender Amounts, as defined in the Contract, excluding Premium Tax, if applicable. Any partial surrenders for the Additional Benefit Rider Cost will not be subtracted as Net Partial Surrender Amounts in this calculation of Net Premium. Any partial surrenders for other Rider Costs will be subtracted as Net Partial Surrender Amounts in this calculation of Net Premium.

ADDITIONAL PAY-OUT BENEFIT

This benefit applies during the Additional Pay-Out Benefit Period. During the Additional Pay-Out Benefit Period, the amount applied upon election of any available Pay-Out Option shall be increased by the Additional Pay-Out Benefit Amount. This Additional Pay-Out Benefit is applicable only upon election of an available Pay-Out Option.

The Additional Pay-Out Benefit Period and Additional Pay-Out Benefit Amount are shown on the Rider Specifications Page.

For more information on the Pay-Out Options, please refer to the Pay-Out Provisions section of Your Contract and the Pay-Out Provisions Endorsement.

ADDITIONAL BENEFIT RIDER COST:

The Additional Benefit Rider Cost is shown in the Rider Specifications Page.

If the Contract and this Rider are terminated during a Contract Year, there will be no Additional Benefit Rider Cost after the Termination date.

CONSIDERATION

This Rider is issued in consideration of the application, payment of the Initial Premium for the Contract and agreement to pay the Additional Benefit Rider Cost.

TERMINATION

Except as provided below, this Rider cannot be terminated by You or Us once it has been attached to and made part of Your Contract.

This Rider terminates immediately upon the earliest of the following to occur:

- 1. The date the Contract to which this Rider is attached terminates; or
- 2. The Maturity Date (see MATURITY DATE in the Contract); or
- 3. Upon full surrender of the Contract; or
- 4. Upon death of the Annuitant, unless there are joint Annuitants, then upon second death of the joint Annuitants; or
- 5. Upon death of the Owner, if Spousal Continuation as provided in the Contract is not elected.

President

RIDER SPECIFICATIONS PAGE

ADDITIONAL BENEFIT RIDER

Rider Effective Date: [October 1, 2011]

ADDITIONAL BENEFIT RIDER COST

Additional Benefit Rider Cost Start Date: [October 1, 2012]

Additional Benefit Rider Cost Period: [Contract Anniversaries 1-10]

Additional Benefit Rider Charge: [0.60%]

Additional Benefit Rider Cost: To determine the Additional Benefit Rider Cost on each Contract Anniversary during the Additional Benefit Rider Cost Period, the Additional Benefit Rider Charge is multiplied by the Accumulation Value of the Contract as of the current Contract Anniversary, prior to reduction for any other Rider Costs. The Additional Benefit Rider Cost will be withdrawn as a partial surrender from the Accumulation Value on each Contract Anniversary during the Additional Benefit Rider Cost Period.

PREMIUM BONUS BENEFIT

Premium Bonus Amount on Initial Premium: [\$2,000.00]
Premium Bonus Percentage: [6.00%]

Premium Bonus Period: [Contract Years 1-5]

Premium Bonus Recapture Schedule:

CONTRACT YEAR	PREMIUM BONUS RECAPTURE PERCENTAGE
[1	[100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%
11+]	0%]

PENALTY-FREE PARTIAL SURRENDER BENEFIT

Penalty-Free Partial Surrender Allowance:

- 1. [Each Contract Year, any partial surrenders for any applicable Rider Costs; plus
- 2. Either:
 - a. Beginning after the [1st] Contract Year, once each Contract Year, an amount up to [10%] of Your Accumulation Value: or
 - b. Beginning in the [3rd] Contract Year, once in any Contract Year where the foregoing conditions are satisfied, an amount up to [20%] of Your Accumulation Value, provided that the only partial surrender(s) withdrawn in the immediately preceding Contract Year was the Penalty-Free Partial Surrender Allowance for any applicable Rider Costs.]

RETURN OF PREMIUM BENEFIT

Return of Premium Start Date: [October 1, 2014]

ADDITIONAL PAY-OUT BENEFIT

Additional Pay-Out Benefit Period: After the [10th] Contract Anniversary.

Additional Pay-Out Benefit Amount: [2.00%] of the Accumulation Value as of the

date an available Pay-Out Option is elected.

RIDER SPECIFICATIONS PAGE

ADDITIONAL BENEFITS RIDER

Rider Effective Date: [October 1, 2011]

ADDITIONAL BENEFIT RIDER CHARGE

Additional Benefit Rider Cost Start Date: [October 1, 2012]

Additional Benefit Rider Cost Period: [Contract Anniversaries 1-14]

Additional Benefit Rider Charge: [0.60%]

Additional Benefit Rider Cost: To determine the Additional Benefit Rider Cost on each Contract Anniversary during the Additional Benefit Rider Cost Period, the Additional Benefit Rider Charge is multiplied by the Accumulation Value of the Contract as of the current Contract Anniversary, prior to reduction for any other Rider Costs. The Additional Benefit Rider Cost will be withdrawn as a partial surrender from the Accumulation Value on each Contract Anniversary during the Additional Benefit Rider Cost Period.

PREMIUM BONUS BENEFIT

Premium Bonus Amount on Initial Premium: [\$2,000.00]
Premium Bonus Percentage: [10.00%]

Premium Bonus Period: [Contract Years 1-5]

Premium Bonus Recapture Schedule:

CONTRACT YEAR	PREMIUM BONUS RECAPTURE PERCENTAGE
[1	[100%
2	95%
3	90%
4	85%
5	80%
6	75%
7	70%
8	65%
9	60%
10	50%
11	40%
12	30%
13	20%
14	10%
15+]	0%]

PENALTY-FREE PARTIAL SURRENDER BENEFIT

Penalty-Free Partial Surrender Allowance:

- 1. [Each Contract Year, any partial surrenders for any applicable Rider Costs; plus
- 2. Either:
 - a. Beginning after the [1st] Contract Year, once each Contract Year, an amount up to [10%] of Your Accumulation Value; or
 - b. Beginning in the [3rd] Contract Year, once in any Contract Year where the foregoing conditions are satisfied, an amount up to [20%] of Your Accumulation Value, provided that the only partial surrender(s) withdrawn in the immediately preceding Contract Year was the Penalty-Free Partial Surrender Allowance for any applicable Rider Costs.]

RETURN OF PREMIUM BENEFIT

Return of Premium Start Date: [October 1, 2014]

ADDITIONAL PAY-OUT BENEFIT

Additional Pay-Out Benefit Period: After the [14th] Contract Anniversary.

Additional Pay-Out Benefit Amount: [2%] of the Accumulation Value as of the date an

available Pay-Out Option is elected.

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PREMIUM BONUS RIDER

This Rider is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider will be effective upon issuance of the Contract.

BENEFIT

All Premium Bonus Amounts provided by this Rider are one-time interest credits to the Accumulation Value of the Contract to which this Rider is attached. If You exercise the Right to Examine provision in the Contract, You will not receive any portion of the Premium Bonus Amounts.

Any reference to Initial Premium or subsequent Premium in the Contract or any attached Endorsements or Riders will include all Premium Bonus Amounts and will be the total of the premium and Premium Bonus Amounts, unless otherwise specified.

DEFINITIONS

Premium Bonus Amount - The Premium Bonus Amount equals premium received during the Premium Bonus Period multiplied by the Premium Bonus Percentage.

Premium Bonus Percentage - The Premium Bonus Percentage is shown on the Additional Benefits Specifications Page.

Premium Bonus Period - The Premium Bonus Period is shown in the Additional Benefits Specifications Page.

Premium Bonus Recapture Amount - Upon a full or partial surrender, the amount by which the Premium Bonus Amount is recaptured according to the Premium Bonus Recapture Schedule, as shown on the Additional Benefits Specifications Page.

PREMIUM BONUS RECAPTURE

Upon a full or partial surrender in excess of the available Penalty-Free Partial Surrender Allowance, all Premium Bonus Amounts are subject to recapture by Us according to the Premium Bonus Recapture Schedule.

The Premium Bonus Recapture Amount is equal to the lesser of:

A.

- 1. The Gross Partial Surrender Amount, as defined in the Contract, or full surrender amount that exceeds any available Penalty-Free Partial Surrender Allowance; multiplied by
- 2. The Premium Bonus Percentage; multiplied by
- 3. The applicable percentage shown in the Premium Bonus Recapture Schedule.

Or

В.

- 1. The sum of all Premium Bonus Amounts; multiplied by
- 2. The applicable percentage shown in the Premium Bonus Recapture Schedule.

The Penalty-Free Partial Surrender Allowance is shown on the Additional Benefits Specifications Page.

The Premium Bonus Recapture will no longer apply upon the earliest of the following:

- 1. The date on which the Premium Bonus Recapture Schedule reflects zero percent (0%); or
- 2. Once the sum of all the Premium Bonus Amounts equals the sum of all Premium Bonus Recapture amounts.

The Premium Bonus Recapture Amount is applied in addition to any applicable Interest Adjustment and/or surrender charge amounts that may apply to any partial or full surrender.

TERMINATION

President

This Rider terminates upon the termination of the Contract to which it is attached or when the Premium Bonus Recapture Schedule ends, whichever occurs first.

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PENALTY-FREE PARTIAL SURRENDER ENDORSEMENT

This Endorsement is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

BENEFITS

This Endorsement provides You with the ability to withdraw from your Accumulation Value without surrender charges.

DEFINITIONS

Penalty-Free Partial Surrender: You may withdraw without incurring any surrender charge a percentage no greater than the Penalty-Free Partial Surrender Allowance shown on the Additional Benefits Specifications Page.

If this option is not exercised during any Contract Year, any unused amount will not be carried over to a subsequent Contract Year.

SURRENDER

The following replaces Section 5.2 of the Contract to which this Endorsement is attached.

Surrender Charges: During the Surrender Charge Period, We will deduct a surrender charge upon any surrender in excess of the available Penalty-Free Partial Surrender Allowance. The surrender charge is equal to:

- 1) The Accumulation Value; less
- 2) The available Penalty-Free Partial Surrender Allowance, if any; multiplied by
- 3) The Surrender Charge Percentage.

PARTIAL SURRENDERS

The following replaces Section 6.2 of the Contract to which this Endorsement is attached.

Surrender Charges: During the Surrender Charge Period, We will deduct a surrender charge upon any partial surrender in excess of the available Penalty-Free Partial Surrender Allowance. The surrender charge is equal to:

- 1) The Gross Partial Surrender Amount; less
- 2) The available Penalty-Free Partial Surrender Allowance; multiplied by
- 3) The Surrender Charge Percentage.

The Surrender Charge Period and Surrender Charge Percentage are shown on the Specifications Page.

TERMINATION

This Endorsement terminates upon termination of the Contract to which it is attached or upon expiration of the Surrender Charge Period, whichever occurs first.

President



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INTEREST CREDIT FOR DEATH BENEFIT ENDORSEMENT

This Endorsement is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

When the Death Benefit of the Contract is paid, this Endorsement provides an Interest Credit through the date of death of the Annuitant or an Owner.

The **Interest Credit** definition in any Index Account Endorsement attached to the Contract to which this Endorsement is attached is amended to include the following statement:

To determine the Death Benefit paid under the Contract, the Interest Credit for the Contract Year in which the death occurs will be calculated from the beginning of that Contract Year through the date of death.

When the Death Benefit of the Contract is paid, the following sections of the **CALCULATION OF THE INTEREST CREDIT** provisions are replaced for each referenced Index Account Endorsement as set out below:

Daily Averaging with Margin Index Account Endorsement:

Daily Index Average: The Daily Index Average during that Contract Year equals:

- 1) The sum of the Index Values from each trading day from the last Contract Anniversary through the date of death; divided by
- 2) The number of trading days from the last Contract Anniversary through the date of death.

Annual Point-to-Point with Cap Index Account Endorsement:

CALCULATION OF THE INTEREST CREDIT:

The Interest Credit, for each available index, equals:

- 1) The Index Value on the date of death, minus the Index Value on the last Contract Anniversary prior to the date of death; divided by
- 2) The Index Value on the last Contract Anniversary; adjusted
- 3) To not be greater than the Index Cap Rate; multiplied by
- 4) The total of:
 - The Index Account Value allocated to that index on the last Contract Anniversary, plus or minus
 - b) any transfers on the last Contract Anniversary of this Index Account allocated to that index, less
 - c) any Gross Partial Surrender Amounts from this Index Account allocated to that index during the Contract Year.

Monthly Point-to-Point with Cap Index Account Endorsement:

CALCULATION OF THE INTEREST CREDIT:

The Interest Credit, for each available index, equals:

- 1) The sum of the Monthly Index Returns for each Monthly Index Date completed from the last Contract Anniversary through the date of death; multiplied by
- 2) The total of:
 - The Index Account Value allocated to that index on the last Contract Anniversary; plus or minus
 - b) Any transfers on the last Contract Anniversary of this Index Account allocated to that index; less
 - c) Any Gross Partial Surrender Amounts from this Index Account allocated to that index during the Contract Year.

Monthly Averaging with Participation Rate Index Account Endorsement:

Monthly Index Average: The Monthly Index Average for that Contract Year equals: The sum of the Index Values from each Monthly Index Date completed from the last Contract Anniversary through the date of death; divided by the number of Monthly Index Dates completed through the date of death.

Annual Declared Rate Negative Performance Option Index Account Endorsement:

Index with No Change or Negative Performance: If the Index Value on the date of death is less than or equal to the Index Value on the last Contract Anniversary, the Interest Credit, for each available index, equals:

- 1) The Declared Performance Rate; multiplied by
- 2) The total of:
 - The Index Account Value allocated to that index on the last Contract Anniversary; plus or minus
 - b) Any transfers on the last Contract Anniversary of this Index Account allocated to that index; less
 - c) Any Gross Partial Surrender Amounts from this Index Account allocated to that index during the Contract Year.

Index with Positive Performance: If the Index Value on the date of death is greater than the Index Value on the last Contract Anniversary, the Interest Credit, for each available index, equals zero.

TERMINATION

This Endorsement terminates upon termination of the Contract to which it is attached.

President



A Stock Company

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500

INTEREST ADJUSTMENT ENDORSEMENT

This Endorsement is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

THIS ENDORSEMENT CONTAINS AN INTEREST ADJUSTMENT WHICH MAY CAUSE THE BENEFITS AND VALUES OF THE ATTACHED CONTRACT TO INCREASE OR DECREASE.

Interest Adjustment: In the case of a surrender or partial surrender during the Interest Adjustment Period, an Interest Adjustment will be calculated by multiplying the portion of the Gross Partial Surrender Amount or full surrender amount that exceeds any available penalty-free partial surrender amount, by a factor equal to:

$$(i_0 - i_t - .005) \times (T)$$
, where

 i_0 = The rate used to compute interest on the Fixed Account as of the Issue Date for this Contract, stated as an annual rate.

 i_t = The rate that would be used to compute interest on the Fixed Account for new issues of this Contract on the date of the applicable surrender or partial surrender of this Contract, stated as an annual rate. If new issues of this Contract no longer are being issued by the Company at the time of the surrender or partial surrender, then i_t shall be the Fixed Account interest rate that would apply to an additional premium received with respect to this Contract on the date of the applicable surrender or partial surrender, stated as an annual rate.

T= Time in years as follows: Number of days from the date of the partial or full surrender to the end of the current Contract Year divided by 365; plus whole number of years remaining in the Interest Adjustment Period, as shown on the Additional Benefits Specification Page.

An Interest Adjustment will only be made during the Interest Adjustment Period. An Interest Adjustment is only applied to the portion of the partial or full surrender that exceeds any available penalty-free partial surrender amount.

The Interest Adjustment applied to a surrender or any partial surrender will be limited so that it neither increases or decreases the amount payable to You pursuant to that surrender or partial surrender by more than:

- 1) The total amount of interest credited to the Accumulation Value since the Issue Date; less
- 2) The sum of the increases and decreases in any prior partial surrenders due to any prior Interest Adjustments applied with respect to this Contract. Such increases and decreases shall each be treated as positive (or absolute value) numbers, such that each term in the calculation of the sum required by this clause (2) is positive and increases and decreases do not offset each other.

SURRENDER

The following replaces Section 5.3 of the Contract to which this Endorsement is attached.

Surrender Value: The Surrender Value is equal to:

- 1) The Accumulation Value; plus
- 2) The Interest Adjustment, if any; less
- 3) The surrender charge, if any; less
- 4) Any applicable Premium Tax.

The Surrender Value cannot be greater than the Accumulation Value, but in no event will it be less than the minimum required by the laws of the state in which this Contract is delivered.

PARTIAL SURRENDERS

The following replaces Section 6.3 of the Contract to which this Endorsement is attached.

Net Partial Surrender Amount: The Net Partial Surrender Amount is equal to:

- 1) The Gross Partial Surrender Amount; plus
- 2) The Interest Adjustment, if any; less
- 3) The surrender charge, if any, less
- 4) Any applicable Premium Tax.

TERMINATION

This Endorsement terminates upon termination of the Contract to which it is attached or the expiration of the Interest Adjustment Period, whichever occurs first.

A Stock Company

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500

INTEREST ADJUSTMENT ENDORSEMENT

This Endorsement is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

THIS ENDORSEMENT CONTAINS AN INTEREST ADJUSTMENT WHICH MAY CAUSE THE BENEFITS AND VALUES OF THE ATTACHED CONTRACT TO INCREASE OR DECREASE.

Interest Adjustment: In the case of a surrender or partial surrender during the Interest Adjustment Period, an Interest Adjustment will be calculated by multiplying the portion of the Gross Partial Surrender Amount or full surrender amount that exceeds any available penalty-free partial surrender amount, by a factor equal to:

$$(i_0 - i_t - .005) \times (T)$$
, where

 i_o = The rate used to compute interest on the Fixed Account as of the Issue Date for this Contract, stated as an annual rate.

 i_t = The rate that would be used to compute interest on the Fixed Account for new issues of this Contract on the date of the applicable surrender or partial surrender of this Contract, stated as an annual rate. If new issues of this Contract no longer are being issued by the Company at the time of the surrender or partial surrender, then i_t shall be the Fixed Account interest rate that would apply to an additional premium received with respect to this Contract on the date of the applicable surrender or partial surrender, stated as an annual rate.

T= Time in years as follows: Number of days from the date of the partial or full surrender to the end of the current Contract Year divided by 365; plus whole number of years remaining in the Interest Adjustment Period, as shown on the Additional Benefits Specification Page.

An Interest Adjustment will only be made during the Interest Adjustment Period. An Interest Adjustment is only applied to the portion of the partial or full surrender that exceeds any available penalty-free partial surrender amount.

The Interest Adjustment applied to a surrender or any partial surrender will be limited so that it neither increases or decreases the amount payable to You pursuant to that surrender or partial surrender by more than:

- 1) The total amount of interest credited to the Accumulation Value since the Issue Date; less
- 2) The sum of the increases and decreases in any prior partial surrenders due to any prior Interest Adjustments applied with respect to this Contract. Such increases and decreases shall each be treated as positive (or absolute value) numbers, such that each term in the calculation of the sum required by this clause (2) is positive and increases and decreases do not offset each other.

TERMINATION

This Endorsement terminates upon termination of the Contract to which it is attached or the expiration of the Interest Adjustment Period, whichever occurs first.

President

-

NALH-127737634 SERFF Tracking Number: State: Arkansas Filing Company: Midland National Life Insurance Company State Tracking Number: 50108

Company Tracking Number: PS124A.10YR.14

TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

PS124A.10YR.14, et al/PS124A.10YR.14, et al Project Name/Number:

Supporting Document Schedules

Item Status: **Status**

Date:

Flesch Certification Satisfied - Item: Approved 10/31/2011

Comments:

see below and see the Filing Description on the General Information tab for additional certifications.

Item Status: **Status**

Date:

Satisfied - Item: Application Approved 10/31/2011

Comments:

We will use previously approved application 11292Y, approved by your department October 3, 2007

Item Status: Status

Date:

Life & Annuity - Acturial Memo Approved Satisfied - Item: 10/31/2011

Comments: see below

Item Status: Status

Date:

Statement of Variability Approved Satisfied - Item: 10/31/2011

PS124A.10YR.14

Comments:

Attachment:

STATEMENT OF VARIABILITY PS124A.10YR.14_FINAL 10.18.11.pdf

Item Status: **Status**

Date:

Satisfied - Item: STATEMENT OF VARIABILITY Approved 10/31/2011

PS124B.10YR.14 &

PS124B.14YR.14

Comments:

SERFF Tracking Number: NALH-127737634 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 50108

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Attachment:

STATEMENT OF VARIABILITY PS124B.10YR.14 & PS124B.14YR.14_FINAL 10.18.11.pdf

Item Status: Status

Date:

Satisfied - Item: STATEMENT OF VARIABILITY Approved 10/31/2011

PS246B.10YR & PS246B.14YR

Comments:

Attachment:

STATEMENT OF VARIABILITY PS246B.10YR & PS246B.14YR_FINAL 10.20.11.pdf

Item Status: Status

Date:

Satisfied - Item: ReadabilityCert Approved 10/31/2011

Comments:

Attachment:

ReadabilityCert_10.13.11.pdf

Item Status: Status

Date:

Satisfied - Item: Exhibit 1 Approved 10/31/2011

Comments:

Attachments:

Exhibit 1 AS124A, PS124A.10YR.14 PS124B.10YR.14, PS124B.14YR.14.pdf

Exhibit 1 AS124A, PS124A.10YR.14 PS124B.10YR.14, PS246B.10YR, PS246B.14YR.pdf

Item Status: Status

Date:

Satisfied - Item: AR243A Interest Adjustment Approved 10/31/2011

Actuarial Memo

Comments:

Attachment:

AR243A Interest Adjustment Actuarial Memo.pdf

SERFF Tracking Number: NALH-127737634 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 50108

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Item Status: Status

Date:

Satisfied - Item: AR244A Interest Adjustment Approved 10/31/2011

Actuarial Memo

Comments:

Attachment:

AR244A Interest Adjustment Actuarial Memo.pdf

Item Status: Status

Date:

Satisfied - Item: AR245A Interest Credits for Death Approved 10/31/2011

Benefit Actuarial Memo

Comments:

Attachment:

AR245A Interest Credits for Death Benefit Endorsement Actuarial Memo.pdf

Item Status: Status

Date:

Satisfied - Item: AR246A Additional Benefit Rider Approved 10/31/2011

Actuarial Memo

Comments:

Attachment:

AR246A Additional Benefit Rider Actuarial Memo.pdf

Item Status: Status

Date:

Satisfied - Item: AR247A Premium Bonus Rider Approved 10/31/2011

Actuarial Memo

Comments:

Attachment:

AR247A Premium Bonus Rider Actuarial Memo.pdf

Item Status: Status

Date:

 SERFF Tracking Number:
 NALH-127737634
 State:
 Arkansas

 Filing Company:
 Midland National Life Insurance Company
 State Tracking Number:
 50108

Company Tracking Number: PS124A.10YR.14

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: PS124A.10YR.14, et al

Project Name/Number: PS124A.10YR.14, et al/PS124A.10YR.14, et al

Satisfied - Item: AR248A Penalty Free Partial Approved 10/31/2011

Surrender Endorsement Actuarial

Memo

Comments:

Attachment:

AR248A Penalty Free Partial Surrender Endorsement Actuarial Memo.pdf

Item Status: Status

Date:

Satisfied - Item: SNF Certifications Approved 10/31/2011

Comments:

Attachment:

SNF Certifications.pdf

STATEMENT OF VARIABILITY FOR Specifications Pages PS124A.10YR.14 & PS124A.14YR.14

The following elements of the Specification Page are variable (listed in order of appearance). Policyholder specific variable information such as name, issue date, etc do not have detailed explanation as the nature of the information is always variable.

CONTRACT NUMBER	Contract Number at issue
ANNUITANT	Annuitant's name at issue
ISSUE AGE	Age of Annuitant at issue
OWNER	Owner's name at issue
ISSUE DATE	Date this contract is issued
SEX OF ANNUITANT	Sex of Annuitant
MATURITY DATE	Date this contract matures and pay-out
	begins
INITIAL PREMIUM	\$25 - \$5,000,000
MINIMUM ADDITIONAL PREMIUM:	\$25 to \$100,000
MAXIMUM ADDITIONAL PREMIUM:	\$0 to \$5,000,000
MINIMUM ACCUMULATION VALUE:	\$100 to \$500,000
MINIMUM GROSS PARTIAL SURRENDER	\$100 to \$100,000
AMOUNT:	
FIXED ACCOUNT INITIAL PREMIUM:	Initial premium allocated to the Fixed Account
	at issue.
INITIAL PREMIUM INTEREST RATE:	1% to 20%
INITIAL PREMIUM INTEREST RATE	10YR: 1 to 10 year(s)
GUARANTEE PERIOD:	14YR: 1 to 14 year(s)
MINIMUM GUARANTEED FIXED ACCOUNT	1% to 3%
INTEREST RATE:	
COMPANY ADDRESS	Bracketed for future variability in case the
	company updates the logo, changes the
	physical location, P.O. Box or telephone
	numbers in the future.
	Harrison in the fatale.

STATEMENT OF VARIABILITY FOR ADDITIONAL BENEFITS SPECIFICATION PAGES PS124B.10YR.14 & PS124B.14YR.14

NURSING HOME CONFINEMENT WAIVER (NHCW)	This line and information below will appear when this endorsement is available.
Effective Date	Date the endorsement was added to the contract,
Lifective Date	either at issue or on contract anniversary.
Nursing Home Confinement Waiver (NHCW)	Range of 10% - 100%
Percentage	Timige or core
Nursing Home Confinement Period	Range of 0-120 days
PREMIUM BONUS RIDER	This information will not appear when the Additional
	Benefit Rider is elected.
Premium Bonus Amount on Initial Premium:	Range of \$1 - \$1,000,000
Premium Bonus Percentage	Range of 1 – 20%
Premium Bonus Period	Contract Years 1 –14
Premium Bonus Recapture Schedule	10 Yr: Contract Year(s) 1 – 10 – Premium Bonus Recapture Percentage 0% to 100% 14 Yr: Contract Year(s) 1 – 14 – Premium Bonus Recepture Percentage 0% to 100%
PENALTY FREE PARTIAL SURRENDER	Recapture Percentage 0% to 100% This information will not appear when the Additional
ENDORSEMENT	Benefit Rider is elected.
Penalty-Free Partial Surrender Allowance:	One of the following statements will print: We will use the first option when the product is rolled out:
	 Each Contract Year, any partial surrenders for any applicable Rider Costs; plus Beginning after the (Range: 1st to 5th) Contract Year, once each Contract Year, an amount up to (Range: 1% to 20%) of Your Accumulation Value.
	Other Options:
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Beginning after the (Range: 1st to 5th) Contract Year, once each Contract Year, any interest earned during the current Contract Year. Or
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Beginning after the (Range: 1st to 5th) Contract Year, once each Contract Year, any interest earned during the previous Contract Year. Or
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Beginning after the 1st Contract Year, once each Contract Year, any interest earned since the Contract Issue Date. Or
	 Each Contract Year, any partial surrenders for any applicable Rider Costs; plus Once each Contract Year, an amount up to (Range: 1% to 20%) of Your Accumulation Value.
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Once each Contract Year, any interest earned during the current Contract Year.

	Or 1. Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus 2. Once each Contract Year, any interest earned during the previous Contract Year. Or 1. Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus 2. Once each Contract Year, any interest earned since the Contract Issue Date.
INTEREST ADJUSTMENT ENDORSEMENT	This line and information below will appear when this endorsement is available.
Interest Adjustment Period	Contract Years 1-14
INDEXED ACCOUNT ENDORSEMENTS	This line and information below will appear when index account endorsement(s) is/are available.
Minimum Fixed Account Allocation	Range of 0% to 100%
Minimum Transfer Amount	Range of \$100 to \$100,000
Index Accounts	The index(es) is/are variable to allow for a change in the future. The available index(es) may change after issue. If publication of an index is discontinued or the calculation is substantially changed, we may replace it with a comparable index. We also anticipate the possibility of offering additional index(es) in the future as market conditions warrant. At Company discretion we may add or remove index(es) from the Index Account(s).
Initial Premium Allocated	The Initial Premium Allocated to each available index within each available Index Account
Index Value At Issue	Index Value, applicable on the issue date, of each available index.
Interest Credit Factor	The factor, used in the calculation of the Interest Credit, applicable to each index and Index Account on the issue date.
Footnote 1	The Index Cap Rate (footnote ¹) is guaranteed for 1-14 Contract Year(s). The Index Cap Rate is guaranteed to never go below 0.5% and never above 20% for the MPP, to never go below 1% and never above 40% for the APP
Footnote 2	The Index Margin (footnote ²) is guaranteed for 1-14 Contract Year(s). The Index Margin is guaranteed to never go above 30% and never below 0% for DA.
Footnote 3	The Participation Rate (footnote ³) is guaranteed for 1-14 Contract Year(s). The Participation Rate is guaranteed to never go below 5% and never above 100% for MA.
Footnote 4	The Declared Performance Rate (footnote ⁴) is guaranteed for 1-14 Contract Year(s). The Declared Performance Rate is guaranteed to never go below 1% and never above 40%.

STATEMENT OF VARIABILITY FOR

Rider Specifications Page PS246B.10YR & PS246B.14YR For Additional Benefit Rider AR246A

Rider Effective Date:	Date this Rider is issued.
ADDITIONAL BENEFIT RIDER COST	
Additional Benefit Rider Cost Start Date:	One year from the Rider Effective Date; or
	On the Rider Effective Date
Additional Benefit Rider Cost Period:	Range of 1 – All Contract Anniversaries
Additional Benefit Rider Charge:	Range of 0 - 3.0%; or 0-3.0% for the first 1-All Contract
	Year(s) after Rider Effective Date
PREMIUM BONUS BENEFIT	
Premium Bonus on Initial Premium:	Range of \$1 - \$1,000,000
Premium Bonus Percentage:	Range of 1 – 20%
Premium Bonus Period:	Range of 1 - 14 Contract Years
Premium Bonus Recapture Schedule:	10 YR: Contract Year(s) 1 – 10 – Premium Bonus Recapture Percentage 0% to 100% 14 YR: Contract Year(s) 1 – 14 – Premium Bonus
	Recapture Percentage 0% to 100%
PENALTY-FREE PARTIAL SURRENDER BENEFIT	
Penalty-Free Partial Surrender Allowance:	One of the following statements will print.
	We currently plan to use the first option at rollout:
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Either: Beginning after the (Range: 1st to 5^{th)} Contract Year, once each Contract Year, an amount up to (range of 1% to 20%) of Your Accumulation Value; or Beginning in the (Range: 3rd to 10th) Contract Year, once in any Contract Year where the foregoing conditions are satisfied, an amount up to (Range: 1% to 50%) of Your Accumulation Value, provided that the only partial surrender(s) withdrawn in the immediately preceding Contract Year was the Penalty-Free Partial Surrender Allowance for any applicable Rider Costs.
	Other Options:
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Either: Beginning after the (Range: 1st to 5th) Contract Year, once each Contract Year, an amount up to any interest earned during the current Contract Year; or Beginning in the (Range: 3rd to 10th) Contract Year, once in any Contract Year where the foregoing conditions are satisfied, an amount up to the interest earned in the current and immediately preceding Contract Years, provided that the only partial surrender(s) withdrawn in the immediately preceding Contract Year was the Penalty-Free Partial Surrender Allowance for any applicable Rider Costs.

	Or
	Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Either:
	a. Beginning after the (Range: 1 st to 5 th) Contract Year, once each Contract Year, an amount up to any interest earned during the immediately preceding Contract Year; or
	b. Beginning in the (Range: 3 rd to 10 th) Contract Year, once in any Contract Year where the foregoing conditions are satisfied, an amount up to the interest earned in the (Range: 2 to 5) immediately preceding Contract Years, provided that the only partial surrender(s) withdrawn in the immediately preceding (Range: 2 to 5) Contract Years was the Penalty-Free Partial Surrender Allowance for any applicable Rider Costs.
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Once each Contract Year, an amount up to (range of 1% to 20%) of Your Accumulation Value.
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Once each Contract Year, any interest earned during the current Contract Year.
	 Each Contract Year, any partial surrender amounts for any applicable Rider Costs; plus Once each Contract Year, any interest earned during the immediately preceding Contract Year.
RETURN OF PREMIUM BENEFIT	
Return of Premium Start Date:	Range of 1 - 14 Years
ADDITIONAL PAY-OUT BENEFIT	
Additional Pay-Out Benefit Period:	Range of 2nd – 14 th Contract Anniversary.
Additional Pay-Out Benefit Amount:	Range of 0.5 – 5.0%

CERTIFICATE OF READABILITY

Midland National Life Insurance Company

Name of Company

This is to certify that the forms listed below are in compliance with state readability requirements.

A.	<u>Op</u>	tion Selected							
\boxtimes	1.	Policy and its related forms are score	d for the Fle	esch reading eas	e test as one unit and	the combined score			
_		is listed below.							
	2.	Policy and its related forms are score			eading ease test.				
	2	Scores for the policy and each form a							
	3.	Form and Form Numbers to which Co	ertification i	is Applicable:					
<u>Form</u>					Form Number	Flesch Score			
	Adj	ustment Endorsement			AR243A	50.0 when			
		ustment Endorsement			AR244A	combined with			
Interest	Cre	dits for Death Benefit Endorsement			AR245A	the base			
		Benefit Rider			AR246A	contract			
		onus Rider			AR247A				
Penalty	-Free	e Partial Surrender Endorsement			AR248A				
	Тос	st Option Selected							
\boxtimes	1.	Test was applied to entire policy form	n(s).						
	2.	Test was applied on sample basis. For		ain(s) more than	10.000 words. Copy	of form(s) enclosed			
		indicating word samples tested.	(-)	(4)	1,111	(1)			
_	_								
C.		ndards for Certification							
	Α¢	checked block indicates the standard ha	is been achi	eved:					
\boxtimes	1.	The policy text achieves a minimum	score of 45	on the Flesch re	ading ease test in acco	ordance with the			
		option chosen in Section A above.	00010 01 10		ading case test in acc	or course of the care			
\boxtimes	2.	It is printed in not less than ten point	type, one po	oint leaded. (Thi	s does not apply to sp	ecification pages,			
		schedules and tables.)			11.				
\boxtimes	3.	The layout and spacing of the policy	separate the	paragraphs fror	n each other and fron	the border of the			
		paper.							
\boxtimes	4.	The section titles are captioned in bol							
\bowtie	5.	Unnecessarily long, complicated or o	bscure word	ds, sentences, pa	ragraphs or construct	ions are not used in			
		the policy.	_						
\boxtimes		The style, arrangement and overall app			no undue prominence	to any			
		portion of the policy or to any endorse			1: 1 1: (77)	11 1 10.1			
	/.	A table of contents or an index of the				s applies only if the			
		policy has more than 3,000 words or	consists of i	more than 3 pag	es.)				
This ce	rtific	ation must be signed by an officer of the	ne insurer.						
		•							
		Mahar Shank							
		Month of the same							
Signatu	re <u>. </u>		Date	October 1.	3, 2011				
Mike Y	anac	heak		2 nd Vice Preside	ident, Product Development				
Officer				Officer's Title	,				

End of Year	Premium (Paid at BOY)	Accumulation Value at 1.00%	Surrender Charge Schedule	Recapture Schedule	Accumulation Value less Surrender Charges less Recapture1 (A)	Minimum Surrender Value [(D)] (B)	Surrender Value Maximum [(A), (B)] (C)	Minimium SNF Value2 at 1.00% (D)	Excess (C) - (D)	Pass/Fail
1	10,000.00	10,403.00	10%	100%	9,062.70	8,837.50	9,062.70	8,837.50	225.20	PASS
2	-	10,507.03	10%	90%	9,306.08	8,925.88	9,306.08	8,925.88	380.20	PASS
3	-	10,612.10	9%	80%	9,523.30	9,015.13	9,523.30	9,015.13	508.17	PASS
4	-	10,718.22	9%	70%	9,647.47	9,105.29	9,647.47	9,105.29	542.19	PASS
5	-	10,825.40	8%	60%	9,870.60	9,196.34	9,870.60	9,196.34	674.26	PASS
6	-	10,933.66	8%	50%	9,998.83	9,288.30	9,998.83	9,288.30	710.53	PASS
7	-	11,042.99	7%	40%	10,228.02	9,381.18	10,228.02	9,381.18	846.84	PASS
8	-	11,153.42	6%	30%	10,461.14	9,475.00	10,461.14	9,475.00	986.14	PASS
9	-	11,264.96	4%	20%	10,799.42	9,569.75	10,799.42	9,569.75	1,229.67	PASS
10	-	11,377.61	2%	10%	11,142.81	9,665.44	11,142.81	9,665.44	1,477.37	PASS
11	-	11,491.38	0%	0%	11,491.38	9,762.10	11,491.38	9,762.10	1,729.29	PASS

^{1:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

Prospective Test³

Issue Age 8

issue Age	85										
						Accumulation					
						Value less					
						Surrender		Projected			
		Premium (Paid	Accumulation	Surrender	Recapture	Charges Less		Guaranteed	Discounted		
End of Year	Age	at BOY)	Value at 1.00%	Charge Schedule	Schedule	Recapture4	Surrender Value	Maturity Value	Present Value	Difference	Pass/Fail
1	86	10,000.00	10,403.00	10%	100%	9,062.70	9,062.70	13,882.84	7,817.60	1,245.10	PASS
2	87	-	10,507.03	10%	90%	9,306.08	9,306.08	13,882.84	7,973.95	1,332.12	PASS
3	88	-	10,612.10	9%	80%	9,523.30	9,523.30	13,882.84	8,133.43	1,389.87	PASS
4	89	-	10,718.22	9%	70%	9,647.47	9,647.47	13,882.84	8,296.10	1,351.37	PASS
5	90	-	10,825.40	8%	60%	9,870.60	9,870.60	13,882.84	8,462.02	1,408.58	PASS
6	91	-	10,933.66	8%	50%	9,998.83	9,998.83	13,882.84	8,631.26	1,367.57	PASS
7	92	-	11,042.99	7%	40%	10,228.02	10,228.02	13,882.84	8,803.89	1,424.13	PASS
8	93	-	11,153.42	6%	30%	10,461.14	10,461.14	13,882.84	8,979.97	1,481.17	PASS
9	94	-	11,264.96	4%	20%	10,799.42	10,799.42	13,882.84	9,159.56	1,639.86	PASS
10	95	-	11,377.61	2%	10%	11,142.81	11,142.81	13,882.84	9,342.76	1,800.06	PASS
11	96	-	11,491.38	0%	0%	11,491.38	11,491.38	13,882.84	9,529.61	1,961.77	PASS
12	97	-	11,606.30	0%	0%	11,606.30	11,606.30	13,882.84	9,720.20	1,886.09	PASS
13	98	-	11,722.36	0%	0%	11,722.36	11,722.36	13,882.84	9,914.61	1,807.75	PASS
14	99	-	11,839.58	0%	0%	11,839.58	11,839.58	13,882.84	10,112.90	1,726.68	PASS
15	100	-	11,957.98	0%	0%	11,957.98	11,957.98	13,882.84	10,315.16	1,642.82	PASS
16	101	-	12,077.56	0%	0%	12,077.56	12,077.56	13,882.84	10,521.46	1,556.10	PASS
17	102	-	12,198.34	0%	0%	12,198.34	12,198.34	13,882.84	10,731.89	1,466.45	PASS
18	103	-	12,320.32	0%	0%	12,320.32	12,320.32	13,882.84	10,946.53	1,373.79	PASS
19	104	-	12,443.52	0%	0%	12,443.52	12,443.52	13,882.84	11,165.46	1,278.06	PASS
20	105	-	12,567.96		0%	12,567.96	,	13,882.84	11,388.77	1,179.19	PASS
21	106	-	12,693.64	0%	0%	12,693.64	12,693.64	13,882.84	11,616.54	1,077.09	PASS
22	107	-	12,820.57	0%	0%	12,820.57	12,820.57	13,882.84	11,848.87	971.70	PASS
23	108	-	12,948.78	0%	0%	12,948.78	12,948.78	13,882.84	12,085.85	862.93	PASS
24	109	-	13,078.27	0%	0%	13,078.27	13,078.27	13,882.84	12,327.57	750.70	PASS
25	110	-	13,209.05	0%	0%	13,209.05	13,209.05	13,882.84	12,574.12	634.93	PASS
26	111	-	13,341.14	0%	0%	13,341.14	13,341.14	13,882.84	12,825.60	515.54	PASS
27	112	-	13,474.55	0%	0%	13,474.55	13,474.55	13,882.84	13,082.11	392.44	PASS
28	113	-	13,609.30	0%	0%	13,609.30	13,609.30	13,882.84	13,343.76	265.54	PASS
29	114	-	13,745.39	0%	0%	13,745.39	13,745.39	13,882.84	13,610.63	134.76	PASS
30	115	-	13,882.84	0%	0%	13,882.84	13,882.84	13,882.84	13,882.84	-	PASS

^{3:} The above demonstration shows compliance with the prospective test using the maximum issue age and thus shows demonstration for all issue ages since the maturity date is the same for all issue ages.

^{2:} The Minimum SNF column is based upon the net considerations (not including the annual contract charge) to demonstrate compliance for all premium levels. Thus, if any given premium level were illustrated all amounts would be proportional to those shown above. If the annual contract charge was included the Excess listed above would be greater, but not necessarily proportional for other premium levels.

^{4:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

End of Year	Premium (Paid at BOY)	Accumulation Value at 1.00%	Surrender Charge Schedule	Recapture Schedule	Accumulation Value less Surrender Charges less Recapture1 (A)	Minimum Surrender Value [(D)] (B)	Surrender Value Maximum [(A), (B)] (C)	Minimium SNF Value2 at 1.00% (D)	Excess (C) - (D)	Pass/Fail
1	10,000.00	10,605.00	10%	100%	9,044.50	8,837.50	9,044.50	8,837.50	207.00	PASS
2	-	10,711.05	10%	95%	9,289.16	8,925.88	9,289.16	8,925.88	363.28	PASS
3	-	10,818.16	10%	90%	9,406.39	9,015.13	9,406.39	9,015.13	391.26	PASS
4	-	10,926.34	10%	85%	9,525.04	9,105.29	9,525.04	9,105.29	419.75	PASS
5	-	11,035.61	10%	80%	9,645.12	9,196.34	9,645.12	9,196.34	448.78	PASS
6	-	11,145.96	9%	75%	9,868.14	9,288.30	9,868.14	9,288.30	579.84	PASS
7	-	11,257.42	8%	70%	10,096.89	9,381.18	10,096.89	9,381.18	715.70	PASS
8	-	11,370.00	7%	65%	10,328.69	9,475.00	10,328.69	9,475.00	853.69	PASS
9	-	11,483.70	6%	60%	10,563.58	9,569.75	10,563.58	9,569.75	993.83	PASS
10	-	11,598.53	5%	50%	10,826.60	9,665.44	10,826.60	9,665.44	1,161.15	PASS
11	-	11,714.52	4%	40%	11,092.80	9,762.10	11,092.80	9,762.10	1,330.70	PASS
12	-	11,831.66	3%	30%	11,362.21	9,859.72	11,362.21	9,859.72	1,502.49	PASS
13	-	11,949.98	2%	20%	11,634.88	9,958.32	11,634.88	9,958.32	1,676.56	PASS
14	-	12,069.48	1%	10%	11,910.85	10,057.90	11,910.85	10,057.90	1,852.95	PASS
15	-	12,190.17	0%	0%	12,190.17	10,158.48	12,190.17	10,158.48	2,031.70	PASS

^{1:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

Prospective Test³

Issue Age	85										
End of Year	Age	Premium (Paid at BOY)	Accumulation Value at 1.00% less Partial Surrender for Rider Charge	Surrender Charge Schedule	Recapture Schedule	Accumulation Value less Surrender Charges Less Recapture4 (F)	Surrender Value Maximum [(F), (G)]	Projected Guaranteed Maturity Value	Discounted Present Value	Difference	Pass/Fail
1	86	10,000.00	10,605.00	10%	100%	9,044.50	9,044.50	14,152.41	7,969.40	1,075.10	PASS
2	87	-	10,711.05	10%	95%	9,289.16	9,289.16	14,152.41	8,128.79	1,160.37	PASS
3	88	_	10,818.16	10%	90%	9,406.39	9,406.39	14,152.41	8,291.36	1,115.03	PASS
4	89	_	10,926.34	10%	85%	9,525.04	9,525.04	14,152.41	8,457.19	1,067.85	PASS
5	90	-	11,035.61	10%	80%	9,645.12	9,645.12	14,152.41	8,626.33	1,018.79	PASS
6	91	-	11,145.96	9%	75%	9,868.14	9,868.14	14,152.41	8,798.86	1,069.28	PASS
7	92	-	11,257.42	8%	70%	10,096.89	10,096.89	14,152.41	8,974.84	1,122.05	PASS
8	93	-	11,370.00	7%	65%	10,328.69	10,328.69	14,152.41	9,154.33	1,174.35	PASS
9	94	-	11,483.70	6%	60%	10,563.58	10,563.58	14,152.41	9,337.42	1,226.16	PASS
10	95	-	11,598.53	5%	50%	10,826.60	10,826.60	14,152.41	9,524.17	1,302.43	PASS
11	96	-	11,714.52	4%	40%	11,092.80	11,092.80	14,152.41	9,714.65	1,378.14	PASS
12	97	-	11,831.66	3%	30%	11,362.21	11,362.21	14,152.41	9,908.95	1,453.26	PASS
13	98	-	11,949.98	2%	20%	11,634.88	11,634.88	14,152.41	10,107.12	1,527.76	PASS
14	99	-	12,069.48	1%	10%	11,910.85	11,910.85	14,152.41	10,309.27	1,601.59	PASS
15	100	-	12,190.17	0%	0%	12,190.17	12,190.17	14,152.41	10,515.45	1,674.72	PASS
16	101	-	12,312.08	0%	0%	12,312.08	12,312.08	14,152.41	10,725.76	1,586.31	PASS
17	102	-	12,435.20	0%	0%	12,435.20	12,435.20	14,152.41	10,940.28	1,494.92	PASS
18	103	-	12,559.55	0%	0%	12,559.55	12,559.55	14,152.41	11,159.08	1,400.47	PASS
19	104	-	12,685.14	0%	0%	12,685.14	12,685.14	14,152.41	11,382.26	1,302.88	PASS
20	105	-	12,812.00	0%	0%	12,812.00	12,812.00	14,152.41	11,609.91	1,202.09	PASS
21	106	-	12,940.12	0%	0%	12,940.12	12,940.12	14,152.41	11,842.11	1,098.01	PASS
22	107	-	13,069.52	0%	0%	13,069.52	13,069.52	14,152.41	12,078.95	990.57	PASS
23	108	-	13,200.21	0%	0%	13,200.21	13,200.21	14,152.41	12,320.53	879.68	PASS
24	109	-	13,332.21	0%	0%	13,332.21	13,332.21	14,152.41	12,566.94	765.28	PASS
25	110	-	13,465.54	0%	0%	13,465.54	13,465.54	14,152.41	12,818.28	647.26	PASS
26	111	-	13,600.19	0%	0%	13,600.19	13,600.19	14,152.41	13,074.64	525.55	PASS
27	112	-	13,736.19	0%	0%	13,736.19	13,736.19	14,152.41	13,336.14	400.06	PASS
28	113	-	13,873.56	0%	0%	13,873.56	13,873.56	14,152.41	13,602.86	270.70	PASS
29	114	-	14,012.29	0%	0%	14,012.29	14,012.29	14,152.41	13,874.92	137.38	PASS
30	115	-	14,152.41	0%	0%	14,152.41	14,152.41	14,152.41	14,152.41	-	PASS

^{3:} The above demonstration shows compliance with the prospective test using the maximum issue age and thus shows demonstration for all issue ages since the maturity date is the same for all issue ages.

^{2:} The Minimum SNF column is based upon the net considerations (not including the annual contract charge) to demonstrate compliance for all premium levels. Thus, if any given premium level were illustrated all amounts would be proportional to those shown above. If the annual contract charge was included the Excess listed above would be greater, but not necessarily proportional for other premium levels.

^{4:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

		Partial Surrender for Rider Cost	Accumulation Value less BOY Partial Surrender			Accumulation Value less Surrender		Minimum Surrender Value	Surrender Value			
End of Year	Premium (Paid at BOY)	(Beginning of Year)	for Rider Charge at 1.00%	Surrender Charge Schedule	Recapture Schedule	Charges less Recapture1 (A)	Return of Premium (B)	Maximum [(B), (E)] (C)	Maximum [(A), (C)] (D)	Minimium SNF Value2 at 1.00% (E)	Excess (D) - (E)	Pass/Fail
1	10,000.00		10,706.00	10%	100%	9,035.40	-	8,837.50	9,035.40	8,837.50	197.90	PASS
2	-	64.24	10,748.18	10%	90%	9,258.48	-	8,861.00	9,258.48	8,861.00	397.49	PASS
3	-	64.49	10,790.53	9%	80%	9,450.35	10,000.00	10,000.00	10,000.00	8,884.47	1,115.53	PASS
4	-	64.74	10,833.04	9%	70%	9,546.08	10,000.00	10,000.00	10,000.00	8,907.93	1,092.07	PASS
5	-	65.00	10,875.73	8%	60%	9,740.30	10,000.00	10,000.00	10,000.00	8,931.36	1,068.64	PASS
6	-	65.25	10,918.58	8%	50%	9,837.64	10,000.00	10,000.00	10,000.00	8,954.76	1,045.24	PASS
7	-	65.51	10,961.60	7%	40%	10,034.24	10,000.00	10,000.00	10,034.24	8,978.15	1,056.10	PASS
8	-	65.77	11,004.78	6%	30%	10,232.25	10,000.00	10,000.00	10,232.25	9,001.50	1,230.75	PASS
9	-	66.03	11,048.14	4%	20%	10,531.09	10,000.00	10,000.00	10,531.09	9,024.83	1,506.26	PASS
10	-	66.29	11,091.67	2%	10%	10,832.13	10,000.00	10,000.00	10,832.13	9,048.12	1,784.01	PASS
11	-	66.55	11,135.37	0%	0%	11,135.37	10,000.00	10,000.00	11,135.37	9,071.39	2,063.99	PASS

^{1:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

Prospective Test³

Issue Age 8

		Premium (Paid	Partial Surrender for Rider Cost (Beginning of	Accumulation Value less BOY Partial Surrender for Rider Charge	Surrender	Recapture	Accumulation Value less Surrender Charges Less	Return of		Projected Guaranteed	Discounted		- 4- 11
End of Year	Age	at BOY)	Year)	at 1.00%	Charge Schedule	Schedule	Recapture4	Premium	Surrender Value	Maturity Value	Present Value	Difference	Pass/Fail
							(F)	(G)					
1	86	10,000.00		10,706.00	10%	100%	9,035.40	_	9,035.40	13,452.75	7,575.41	1,459.99	PASS
2	87		64.24	10,748.18	10%	90%	9,258.48	-	9,258.48	13,452.75	7,726.91	1,531.57	PASS
3	88	-	64.49	10,790.53	9%	80%	9,450.35	10,000.00	10,000.00	13,452.75	7,881.45	2,118.55	PASS
4	89	-	64.74	10,833.04	9%	70%	9,546.08	10,000.00	10,000.00	13,452.75	8,039.08	1,960.92	PASS
5	90	-	65.00	10,875.73	8%	60%	9,740.30	10,000.00	10,000.00	13,452.75	8,199.86	1,800.14	PASS
6	91	-	65.25	10,918.58	8%	50%	9,837.64	10,000.00	10,000.00	13,452.75	8,363.86	1,636.14	PASS
7	92	-	65.51	10,961.60	7%	40%	10,034.24	10,000.00	10,034.24	13,452.75	8,531.14	1,503.11	PASS
8	93	-	65.77	11,004.78	6%	30%	10,232.25	10,000.00	10,232.25	13,452.75	8,701.76	1,530.49	PASS
9	94	-	66.03	11,048.14	4%	20%	10,531.09	10,000.00	10,531.09	13,452.75	8,875.80	1,655.29	PASS
10	95	-	66.29	11,091.67	2%	10%	10,832.13	10,000.00	10,832.13	13,452.75	9,053.31	1,778.82	PASS
11	96	-	66.55	11,135.37	0%	0%	11,135.37	10,000.00	11,135.37	13,452.75	9,234.38	1,901.00	PASS
12	97	-	-	11,246.73	0%	0%	11,246.73	10,000.00	11,246.73	13,452.75	9,419.07	1,827.66	PASS
13	98	-	-	11,359.20	0%	0%	11,359.20	10,000.00	11,359.20	13,452.75	9,607.45	1,751.75	PASS
14	99	-	-	11,472.79	0%	0%	11,472.79	10,000.00	11,472.79	13,452.75	9,799.60	1,673.19	PASS
15	100	-	-	11,587.52	0%	0%	11,587.52	10,000.00	11,587.52	13,452.75	9,995.59	1,591.93	PASS
16	101	-	-	11,703.39	0%	0%	11,703.39	10,000.00	11,703.39	13,452.75	10,195.50	1,507.89	PASS
17	102	-	-	11,820.42	0%	0%	11,820.42	10,000.00	11,820.42	13,452.75	10,399.41	1,421.01	PASS
18	103	-	-	11,938.63	0%	0%	11,938.63	10,000.00	11,938.63	13,452.75	10,607.40	1,331.23	PASS
19	104	-	-	12,058.01	0%	0%	12,058.01	10,000.00	12,058.01	13,452.75	10,819.55	1,238.47	PASS
20	105	-	-	12,178.59	0%	0%	12,178.59	10,000.00	12,178.59	13,452.75	11,035.94	1,142.66	PASS
21	106	-	-	12,300.38	0%	0%	12,300.38	10,000.00	12,300.38	13,452.75	11,256.66	1,043.73	PASS
22	107	-	-	12,423.38	0%	0%	12,423.38	10,000.00	12,423.38	13,452.75	11,481.79	941.60	PASS
23	108	-	-	12,547.62	0%	0%	12,547.62	10,000.00	12,547.62	13,452.75	11,711.42	836.19	PASS
24	109	-	-	12,673.09	0%	0%	12,673.09	10,000.00	12,673.09	13,452.75	11,945.65	727.44	PASS
25	110	-	-	12,799.83	0%	0%	12,799.83	10,000.00	12,799.83	13,452.75	12,184.57	615.26	PASS
26	111	-	-	12,927.82	0%	0%	12,927.82	10,000.00	12,927.82	13,452.75	12,428.26	499.57	PASS
27	112	-	-	13,057.10	0%	0%	13,057.10	10,000.00	13,057.10	13,452.75	12,676.82	380.28	PASS
28	113	-	-	13,187.67	0%	0%	13,187.67	10,000.00	13,187.67	13,452.75	12,930.36	257.31	PASS
29	114	-	-	13,319.55	0%	0%	13,319.55	10,000.00	13,319.55	13,452.75	13,188.97	130.58	PASS
30	115	-	-	13,452.75	0%	0%	13,452.75	10,000.00	13,452.75	13,452.75	13,452.75	-	PASS

^{3:} The above demonstration shows compliance with the prospective test using the maximum issue age and thus shows demonstration for all issue ages since the maturity date is the same for all issue ages.

^{2:} The Minimum SNF column is based upon the net considerations (not including the annual contract charge) to demonstrate compliance for all premium levels. Thus, if any given premium level were illustrated all amounts would be proportionat to those shown above. If the annual contract charge was included the Excess listed above would be greater, but not necessarily proportional for other premium levels.

^{4:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

End of Year	Premium (Paid at BOY)	Partial Surrender for Rider Cost (Beginning of Year)	Accumulation Value less BOY Partial Surrender for Rider Charge at 1.00%	Surrender Charge Schedule	Recapture Schedule	Accumulation Value less Surrender Charges less Recapture 1 (A)	Return of Premium (B)	Minimum Surrender Value Maximum [(B), (E)] (C)	Surrender Value Maximum [(A), (C)] (D)	Minimium SNF Value2 at 1.00% (E)	Excess (D) - (E)	Pass/Fail
1	10,000.00		11,110.00	10%	100%	8,999.00	-	8,837.50	8,999.00	8,837.50	161.50	PASS
2	-	66.66	11,153.77	10%	95%	9,199.93	-	8,858.55	9,199.93	8,858.55	341.39	PASS
3	-	66.92	11,197.72	10%	90%	9,289.92	10,000.00	10,000.00	10,000.00	8,879.54	1,120.46	PASS
4	-	67.19	11,241.84	10%	85%	9,380.07	10,000.00	10,000.00	10,000.00	8,900.48	1,099.52	PASS
5	-	67.45	11,286.13	10%	80%	9,470.38	10,000.00	10,000.00	10,000.00	8,921.36	1,078.64	PASS
6	-	67.72	11,330.60	9%	75%	9,662.82	10,000.00	10,000.00	10,000.00	8,942.18	1,057.82	PASS
7	-	67.98	11,375.24	8%	70%	9,856.22	10,000.00	10,000.00	10,000.00	8,962.94	1,037.06	PASS
8	-	68.25	11,420.06	7%	65%	10,050.60	10,000.00	10,000.00	10,050.60	8,983.63	1,066.96	PASS
9	-	68.52	11,465.05	6%	60%	10,245.94	10,000.00	10,000.00	10,245.94	9,004.26	1,241.68	PASS
10	-	68.79	11,510.23	5%	50%	10,492.27	10,000.00	10,000.00	10,492.27	9,024.83	1,467.44	PASS
11	-	69.06	11,555.58	4%	40%	10,739.58	10,000.00	10,000.00	10,739.58	9,045.32	1,694.25	PASS
12	-	69.33	11,601.11	3%	30%	10,987.88	10,000.00	10,000.00	10,987.88	9,065.75	1,922.13	PASS
13	-	69.61	11,646.81	2%	20%	11,237.17	10,000.00	10,000.00	11,237.17	9,086.10	2,151.07	PASS
14	-	69.88	11,692.70	1%	10%	11,487.47	10,000.00	10,000.00	11,487.47	9,106.39	2,381.08	PASS
15	-	70.16	11,738.77	0%	0%	11,738.77	10,000.00	10,000.00	11,738.77	9,126.59	2,612.18	PASS

Prospective Test³

Issue Age

Issue Age	85												
				Accumulation									
				Value at 1.00%			Accumulation		Surrender				
				less BOY Partial			Value less		Value	Projected			
		Premium (Paid	Partial Surrender	Surrender for	Surrender	Recapture	Surrender Charges	Return of	Maximum	Guaranteed	Discounted Present Value		- /- "
End of Year	Age	at BOY)	for Rider Charge	Rider Charge	Charge Schedule	Schedule	Less Recapture 4	Premium	[(F), (G)]	Maturity Value	Present Value	Difference	Pass/Fail
							(F)	(G)					
1	86	10,000.00		11,110.00	10%	100%	8,999.00	-	8,999.00	13,628.35	7,674.29	1,324.71	PASS
2	87	-	66.66	11,153.77	10%	95%	6 9,199.93	-	9,199.93	13,628.35	7,827.78	1,372.16	PASS
3	88	-	66.92	11,197.72	10%	90%	9,289.92	10,000.00	10,000.00	13,628.35	7,984.33	2,015.67	PASS
4	89	-	67.19	11,241.84	10%	85%	9,380.07	10,000.00	10,000.00	13,628.35	8,144.02	1,855.98	PASS
5	90	-	67.45	11,286.13	10%	80%	9,470.38	10,000.00	10,000.00	13,628.35	8,306.90	1,693.10	PASS
6	91	-	67.72	11,330.60	9%	75%	9,662.82	10,000.00	10,000.00	13,628.35	8,473.04	1,526.96	PASS
7	92	-	67.98	11,375.24	8%	70%	9,856.22	10,000.00	10,000.00	13,628.35	8,642.50	1,357.50	PASS
8	93	-	68.25	11,420.06	7%	65%	10,050.60	10,000.00	10,050.60	13,628.35	8,815.35	1,235.25	PASS
9	94	-	68.52	11,465.05	6%	60%	10,245.94	10,000.00	10,245.94	13,628.35	8,991.66	1,254.29	PASS
10	95	-	68.79	11,510.23	5%	50%	6 10,492.27	10,000.00	10,492.27	13,628.35	9,171.49	1,320.78	PASS
11	96	-	69.06	11,555.58	4%	40%	10,739.58	10,000.00	10,739.58	13,628.35	9,354.92	1,384.66	PASS
12	97	-	69.33	11,601.11	3%	30%		10,000.00	10,987.88	13,628.35	9,542.02	1,445.86	PASS
13	98	-	69.61	11,646.81	2%	20%		10,000.00	11,237.17	13,628.35	9,732.86	1,504.31	PASS
14	99	-	69.88	11,692.70	1%	10%		10,000.00	11,487.47	13,628.35	9,927.51	1,559.95	PASS
15	100	-	70.16	11,738.77	0%	0%		10,000.00	11,738.77	13,628.35	10,126.06	1,612.71	PASS
16	101	-	-	11,856.16	0%	0%		10,000.00	11,856.16	13,628.35	10,328.59	1,527.57	PASS
17	102	-	-	11,974.72	0%	0%		10,000.00	11,974.72	13,628.35	10,535.16	1,439.56	PASS
18	103	-	-	12,094.47	0%	0%		10,000.00	12,094.47	13,628.35	10,745.86	1,348.61	PASS
19	104	-	-	12,215.41	0%	0%		10,000.00	12,215.41	13,628.35	10,960.78	1,254.64	PASS
20	105	-	-	12,337.57	0%	0%		10,000.00	12,337.57	13,628.35	11,179.99	1,157.57	PASS
21	106	-	-	12,460.94	0%	0%	,	10,000.00	12,460.94	13,628.35	11,403.59	1,057.35	PASS
22	107	-	-	12,585.55	0%	0%		10,000.00	12,585.55	13,628.35	11,631.67	953.89	PASS
23	108	-	-	12,711.41	0%	0%		10,000.00	12,711.41	13,628.35	11,864.30	847.11	PASS
24	109	-	-	12,838.52	0%	0%		10,000.00	12,838.52	13,628.35	12,101.58	736.94	PASS
25	110	-	-	12,966.91	0%	0%		10,000.00	12,966.91	13,628.35	12,343.62	623.29	PASS
26	111	-	-	13,096.58	0%	0%		10,000.00	13,096.58	13,628.35	12,590.49	506.09	PASS
27	112	-	-	13,227.54	0%	0%		10,000.00	13,227.54	13,628.35	12,842.30	385.24	PASS
28	113	=	-	13,359.82	0%	0%		10,000.00	13,359.82	13,628.35	13,099.14	260.67	PASS
29	114	-	-	13,493.42	0%	0%		10,000.00	13,493.42	13,628.35	13,361.13	132.29	PASS
30	115	-	-	13,628.35	0%	0%	13,628.35	10,000.00	13,628.35	13,628.35	13,628.35	-	PASS

^{3:} The above demonstration shows compliance with the prospective test using the maximum issue age and thus shows demonstration for all issue ages since the maturity date is the same for all issue ages.

^{1:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.
2: The Minimum SNF column is based upon the net considerations (not including the annual contract charge) to demonstrate compliance for all premium levels. Thus, if any given premium level were illustrated all amounts would be proportional to those shown above. If the annual contract charge was included the Excess listed above would be greater, but not necessarily proportional for other premium levels.

^{4:} The penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

Actuarial Certification

Flexible Premium Deferred Annuity Specification Pages PS124A.10YR.14 & PS124B.10YR.14

The specification page PS124A.10YR.14 & PS124B.10YR.14 will be issued with previously contract form AS124A.

The Company certifies that the Surrender Value of contract form AS124A with Specification Pages PS124A.10YR.14 & PS124B.10YR.14 is guaranteed to be greater than or equal to the minimum nonforfeiture value for all years.

Therefore, the Contract and Specification Page satisfy the minimum value requirement of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities Model Regulation. Exhibit 1 shows that the Contract and Specification Pages satisfy the minimum value requirements of the Standard Nonforfeiture Law. Exhibit 1 also shows that the Contract and Specifications Pages satisfy the prospective test of the Standard Nonforfeiture Law.

Date: 2011.10.25 08:17:26 -05'00'

Nathan D. Wilbanks, A.S.A, M.A.A.A. Actuarial Associate —Product Development

Actuarial Certification

Flexible Premium Deferred Annuity Specification Pages PS124A.14YR.14 & PS124B.14YR.14

The specification page PS124A.14YR.14 & PS124B.14YR.14 will be issued with previously contract form AS124A.

The Company certifies that the Surrender Value of contract form AS124A with Specification Pages PS124A.14YR.14 & PS124B.14YR.14 is guaranteed to be greater than or equal to the minimum nonforfeiture value for all years.

Therefore, the Contract and Specification Page satisfy the minimum value requirement of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities Model Regulation. Exhibit 1 shows that the Contract and Specification Pages satisfy the minimum value requirements of the Standard Nonforfeiture Law. Exhibit 1 also shows that the Contract and Specifications Pages satisfy the prospective test of the Standard Nonforfeiture Law.

Date: 2011.10.25 08:28:19 -05'00'

Nathan D. Wilbanks, A.S.A, M.A.A.A.
Actuarial Associate —Product Development

Actuarial Certification

<u>Flexible Premium Deferred Annuity Specification Pages</u> <u>PS124A.10YR.14, PS124B.10YR.14 & PS246B.10YR</u>

The specification page PS124A.10YR.14, PS124B.10YR.14 and PS246B.10YR will be issued with previously contract form AS124A.

The Company certifies that the Surrender Value of contract form AS124A with Specification Pages PS124A.10YR.14, PS124B.10YR.14 and PS246B.10YR is guaranteed to be greater than or equal to the minimum nonforfeiture value for all years.

Therefore, the Contract and Specification Page satisfy the minimum value requirement of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities Model Regulation. Exhibit 1 shows that the Contract and Specification Pages satisfy the minimum value requirements of the Standard Nonforfeiture Law. Exhibit 1 also shows that the Contract and Specifications Pages satisfy the prospective test of the Standard Nonforfeiture Law.

Date: 2011.10.25 08:28:53 -05'00'

Nathan D. Wilbanks, A.S.A, M.A.A.A. Actuarial Associate —Product Development

Actuarial Certification

<u>Flexible Premium Deferred Annuity Specification Pages</u> <u>PS124A.14YR.14, PS124B.14YR.14 & PS246B.14YR</u>

The specification page PS124A.14YR.14, PS124B.14YR.14 and PS246B.14YR will be issued with previously contract form AS124A.

The Company certifies that the Surrender Value of contract form AS124A with Specification Pages PS124A.14YR.14, PS124B.14YR.14 and PS246B.14YR is guaranteed to be greater than or equal to the minimum nonforfeiture value for all years.

Therefore, the Contract and Specification Page satisfy the minimum value requirement of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities Model Regulation. Exhibit 1 shows that the Contract and Specification Pages satisfy the minimum value requirements of the Standard Nonforfeiture Law. Exhibit 1 also shows that the Contract and Specifications Pages satisfy the prospective test of the Standard Nonforfeiture Law.

Date: 2011.10.25 08:29:13 -05'00'

Nathan D. Wilbanks, A.S.A, M.A.A.A. Actuarial Associate —Product Development